

Bid Number.....: 04-00000200
 Vendor Number....: 60759

Buyer.....: VEB
 Date Printed...: 1/26/04

City of Lynchburg VA
 Procurement Division
 900 Church Street
 Lynchburg, VA 24504
 Phone Number.....: (434) 455-3970
 Fax Number.....: (434) 845-0711

Sealed bids, subject to the conditions and instructions herein, will be received in this office until but, no later than 2/12/2004 at 14:00 and then publicly opened, for furnishing the following supplies, and/or services.

COMPANY NAME/ADDRESS:

COMPANY NAME/ADDRESS:

Read attached terms and conditions and sign:

Quoted By and Date

Telephone Number

Fax Number

Terms of Payment

In compliance with the above invitation for bid, and subject to all the conditions hereof, the bidder warrants that prices, terms and conditions quoted are firm for 60 days from the date of bid opening.

Item Description	Estimated Quantity	Unit of Measure	Unit Price
------------------	--------------------	-----------------	------------

*** Please bid per unit only ***

- | | | | |
|--|--------|------|----|
| 1 LEAD BASED PAINT HAZARD REMOVAL
Project at 1020, 1020-1/2, 1022
and 1022-1/2 Bedford Avenue as
per the attached specifications. | 1.0000 | Each | \$ |
|--|--------|------|----|

There will be a mandatory pre-bid (walk-through) of the properties at 10:00 a.m, on Friday, February 6, 2004.

Any corrections noted at the pre-bid conference will be made in the form of an addendum issued by V. Eloise Bowling, Senior Buyer Procurement Division.

Attachments:

- I. Bid Sheet
- II. Scope of Work
- III. General Requirements
- IV. Mandatory Requirements and Inspections.
- V. General Conditions
- VI. Terms and Conditions
- VII. Insurance Requirements
- VIII. Non-discrimination
- IX. Liability form
- X. W-9 Tax form

Lead-Safe Lynchburg

Award will be made on the base bid – The City reserves the right to negotiate the price, terms and conditions regarding the alternates.

Bid Sheet for 1020, 1020 ½, 1022 and 1022 ½ Bedford Avenue

1. Scope of Work for Interim Controls

- A. Front Porches (2): \$ _____ each x 2 = \$ _____
- B. Right Side Porch: \$ _____
- B Alternate Right Side Porch with Vinyl Ceiling Installed: \$ _____*
- C. Left Side Porch: \$ _____
- C Alternate Left Side Porch with Vinyl Ceiling Installed: \$ _____*
- D. Wood Windows (27): \$ _____ each x 27 = \$ _____
- D. Alternate Window Replacement (27): \$ _____ each x 27 = \$ _____*
- E. Stationary Window Units (5): \$ _____ each x 5 = \$ _____
- F. Doors (7): \$ _____ each x 7 = \$ _____
- G. Soil and Exterior Cleaning: \$ _____
- A. Interior Window Trims: \$ _____
- B. All interior rooms, hallways, and stairs: \$ _____
- Total Contract Price: \$ _____

2. Total Number of Calendar Days to Complete Project: _____

Contractor: _____

Telephone: _____

FAX: _____

Signature: _____

Items in italics are not included as part of the base bid/Total Contract Price. These items will be considered at the owner's request.

Lead-Safe Lynchburg

Scope of Work

CONTRACTOR INFORMATION

Name: **BID – Rehab Contractors & Certified Contractors**
Address:
Phone:

OWNER INFORMATION

Name:
Address:
Phone:

CONTRACT PROPERTY LOCATION

Address: 1020, 1020 ½, 1022, 1022 ½ Bedford Ave
Lynchburg, VA

UID: 304057, 304058, 304059, 304060

Statement of Activities:

- Occupants will not be relocated prior to the start of work. Coordination provided by LSL.
- Occupants will not occupy the house during any day of lead hazard interior work or cleaning as determined by the contractor.
- All household items and furniture will be left in place. Contractor to provide interior local containment as required.
- **The owner must address the following items. This scope is based on completion of these items prior to the start of this scope of work :**
 - NOTE: Owner work to be done in a timely manner**
 - Work Lead Safe At All Times – HEPA Vacuum Clean**
 - Interior Window Trims to be done by LEAD contractor**
- Repair all exterior components: to include but not limited to; roof leaks, metal roof repair and painting, gutters, downspouts, cover exposed wood siding on right and rear lower sides of house
- Stabilize and paint all interior trims, wood ceilings, wood walls, stair systems, screen porches, doors to screen porches and interior doors
- Make all interior doors friction free
- Replace any broken glass, re-glaze and replace sash ropes
- Remove any weeds or vines from perimeter of the house. Have grass cut
- Remove any personal items and debris from interior, porches and perimeter of house
- Owner must select color according to general requirement #20

I. Exterior

A. Front Porches (2): Includes windows, floors, outer joist fascia and lattice

1. Do work according to general requirement #14.

B. Right Side Porch: Includes support rack, ceiling, rail, pickets, window

Note: Caulk gap at top of post

1. Repair:
 - Nail tight any loose components.
2. Do work according to general requirement #14.

B Alternate: Right Side Porch as above, except install vinyl soffit/ceiling system

Note: Painting porch ceiling not required – Label LEAD every 4 Feet

1. Do work according to general requirement #17.

C. Left Side Porch: Includes support rack, exposed upper flooring edge, siding, ceiling

1. Repair:
 - Nail tight any loose components.
2. Do work according to general requirement #14.

C Alternate: Left Side Porch as above, except install vinyl soffit/ceiling system

Note: Painting porch ceiling not required – Label LEAD every 4 Feet

1. Do work according to general requirement #17.

D. Wood Windows (27): Includes all wood components

Note: Remove Air Conditioners – do work – replace Air Conditioners as required

1. Do work according to general requirement #12A.

D Alternate: Install Vinyl Replacement Windows (27)

Note: Remove Air Conditioners – do work – replace Air Conditioners as required

1. Do work according to general requirement #12C.

E. Stationary Window Units (5): 2 Dormer, 2 Front Stationary, 1 Left Lower Right Stationary; includes all exterior components and trim

1. Do work according to general requirement #12A.

F. Doors (7): 2 Front Entry Doors, 1 Right Entry, 1 Right Screen Door, 1 Left Entry, 2 Foundation Access; includes door, casing, jambs, trim, transom and threshold

Note: Screen Door: Remove screen, stabilize and paint, replace with new screen, make screen door friction free

1. Do work according to general requirement #13.

G. Soil and Exterior Cleaning

1. Remove visible paint chips from all areas.

II. Interior

A. Window trim for all windows: includes sashes, jambs, stops, casing, sill, apron, and trim

1. Do work according to general requirement #12A or #12C.

B. All interior rooms, hallways and stairs

1. Contractor to provide interior local containment as required.
2. Clean floor, sill and well for clearance according to general requirement #18 & #19.
3. Interior pre cleaning to pass clearance is required.
4. Replace 24 existing vinyl mini blinds.

Note:

- 24 existing vinyl mini-blinds are to be replaced with equivalent blinds that do not contain lead. Only white blinds will be provided or an allowance for such.
- Pre clean for clearance according to general requirement #19: HEPA/WASH/HEPA all floors, wells, sills, duct registers, boots, grates and window screens.
- Visual clearance will be performed according to general requirement #18. Must pass visual clearance prior to final cleaning.
- Cleaning for clearance will be performed by others.
- Clearance will be performed utilizing a random selection process for the rooms and the components in the rooms. Unless otherwise noted, clearance sampling may be taken in any interior room and on any window well, window sill and floor.
- Return all keys after passing final clearance.
- Contractor to dispose of all plastic used to cover interior and exterior surfaces.
- Contractor to provide lockbox and hasp latch with either a combination or key activated padlock on all exterior ground level doors if unoccupied. Store key in lockbox.
- Poly or Waxed hardwood floors to be left in same condition as found. Cleaning residue to be removed and floors Polyed or waxed as necessary.
- Final latching of doors and windows to be equal to latching before work started.
- Existing paint on glass to be equal to paint on glass before work started.

Attached and made part of the scope:

- 1) Floor Plans
- 2) General Requirements, pages 1-11
- 3) General Conditions, pages 1-3
- 4) Mandatory Requirements and Inspections, pages 1-7
- 5) Terms and Conditions, pages 1-2



LEAD-SAFE LYNCHBURG
COMMUNITY PLANNING &
DEVELOPMENT

Donetia Brown
Inspector/Risk Assessor

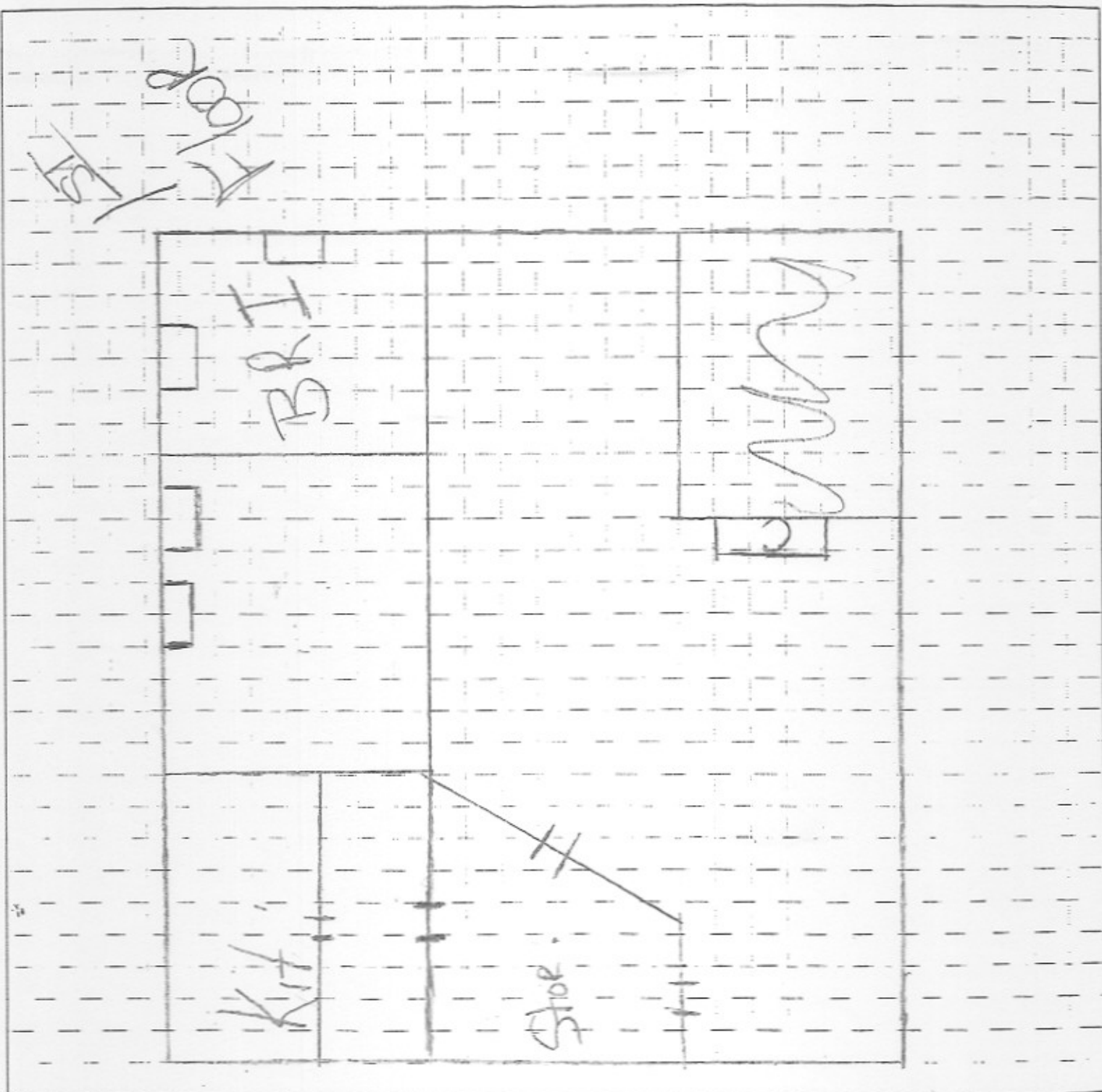
Address:

1020 Bedford

Date:

Sheet No.:

1st Floor





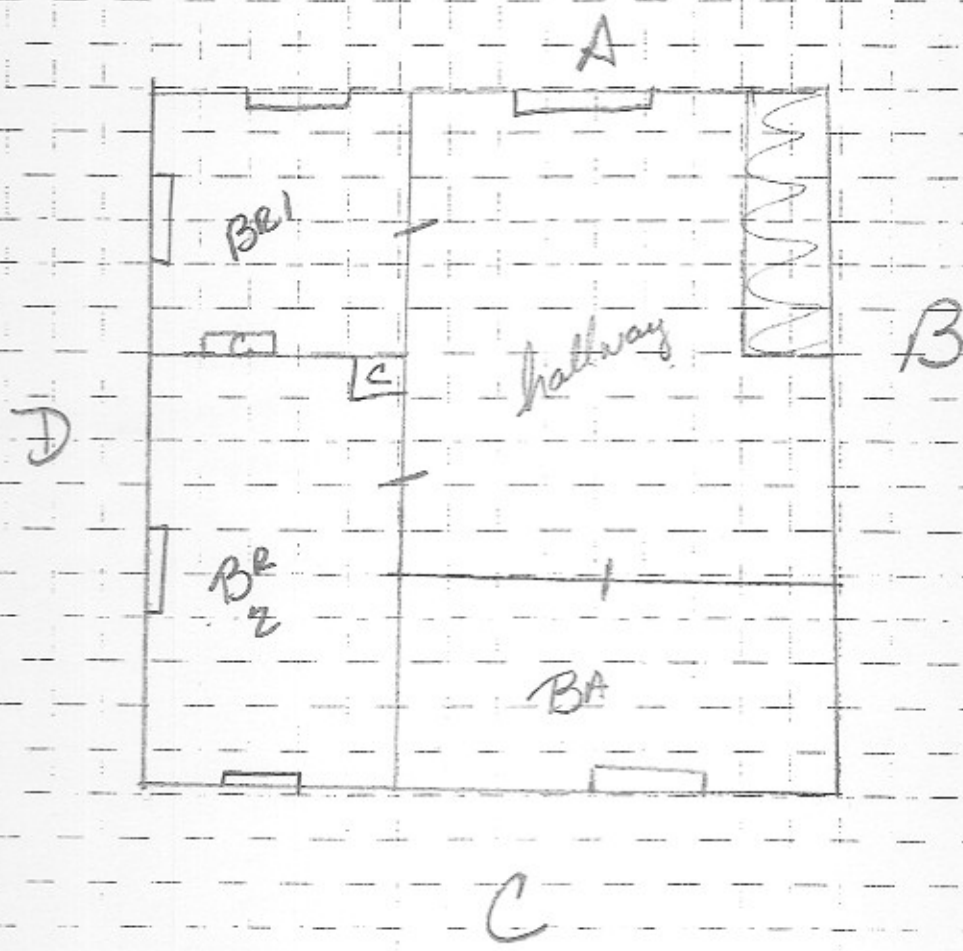
LEAD-SAFE LYNCHBURG
COMMUNITY PLANNING &
DEVELOPMENT

Donetia Brown
Inspector/Risk Assessor

Address: 1020 Bedford

Date: _____

Sheet No.: 2nd Floor





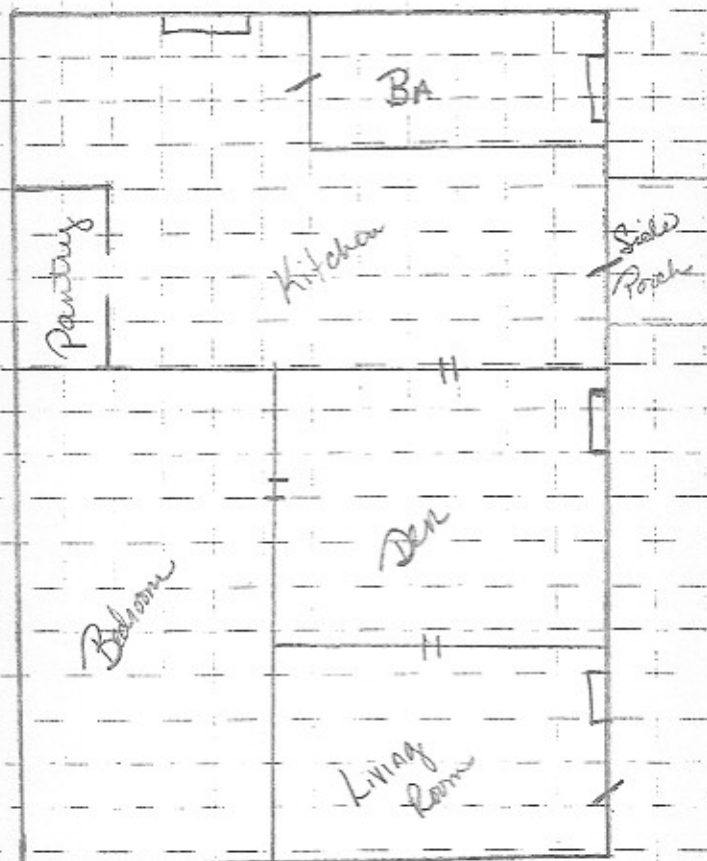
LEAD-SAFE LYNCHBURG
COMMUNITY PLANNING &
DEVELOPMENT

Donetia Brown
Inspector/Risk Assessor

Address: 1020 1/2 Bedford Ave.

Date: _____

Sheet No.: _____





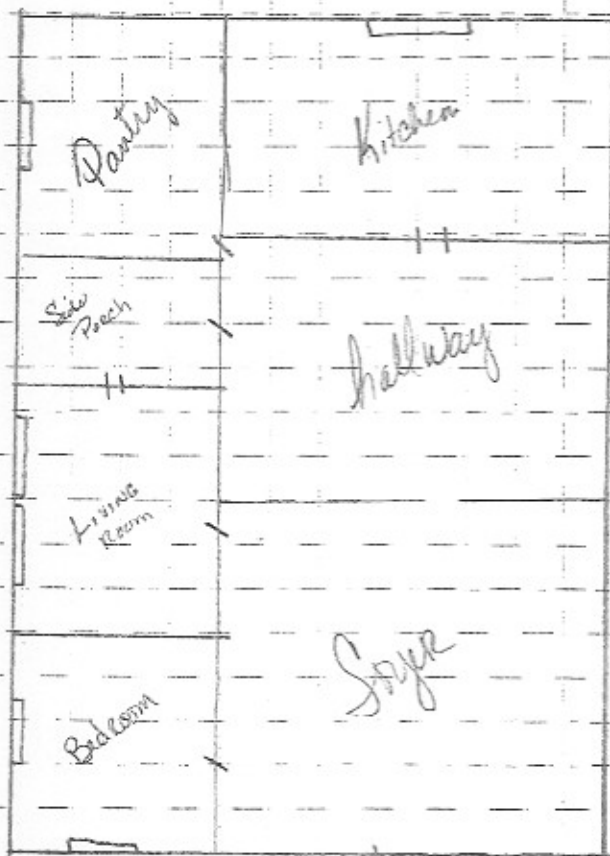
LEAD-SAFE LYNCHBURG
COMMUNITY PLANNING &
DEVELOPMENT

Donetia Brown
Inspector/Risk Assessor

Address: 1022 Bedford

Date: _____

Sheet No.: 1st Floor





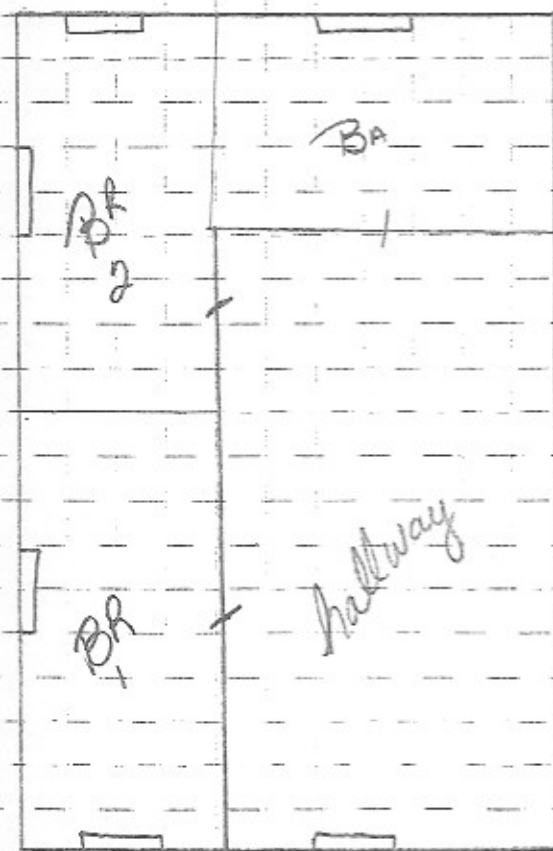
LEAD-SAFE LYNCHBURG
COMMUNITY PLANNING &
DEVELOPMENT

Donetia Brown
Inspector/Risk Assessor

Address: 1022 Bedford Ave

Date: _____

Sheet No.: 2ND FLOOR





LEAD-SAFE LYNCHBURG
COMMUNITY PLANNING &
DEVELOPMENT

Donetia Brown
Inspector/Risk Assessor

Address: 1022 1/2 Bedford Ave.

Date:

Sheet No.:



GENERAL REQUIREMENTS:

1. REMODELERS/RENOVATORS STANDARDS & GUIDELINES

The execution of this work shall comply with all applicable state, federal and local laws, rulers, regulation and guidelines. Some of these standards include 29 CFR 1926-Construction Industry Standards, 29 CFR 1926, 62-Construction Industry Lead Standard, 29 CFR1910, 1200-Hazard Communication, and HUD Guidelines for Remodelers and Renovators.

2. FINES

The contractor shall incur the cost of all fines and work requirements resulting from regulatory non-compliance as issued by federal, state and local agencies.

3. WORKER PROTECTION AND CERTIFICATION

Workers must have lead-safe work practices training or a two day state certification. Persons conducting remodeling/renovating must comply with all applicable federal, state and local laws and regulations related to safety in the workplace including respiratory protection program, personal protective clothing, medical surveillance, mandatory training and all other requirements of OSHA lead construction standard.

4. INTERIOR PREPARTATION

Provide occupant protection and work site preparation in accordance with HUD lead-safe work practices.

5. EXTERIOR PREPARATION LEVEL

Provide work site preparation in accordance with HUD lead-safe work practices.

6. WASTE DISPOSAL

- Wrap all material and components in plastic to prevent dust release during transport.
- Ensure that all waste is managed in accordance with state or local regulation.

7. WASTE STORAGE

- Site storage of any lead material waste or lead components to be in a taped off hazard designated area.

- Lead material waste area to be separate from regular non lead waste material or trash.
- Lead material waste will be properly contained, wrapped and taped in plastic, neatly stacked and covered.
- Lead material waste to be removed from site weekly.

8. SITE APPEARANCE REQUIREMENTS

- Clean premises daily.
- Keep site in an orderly condition at all times.
- Maintain one clean entry into house at all times.
- Site storage of any lead material waste or lead components to be in a taped off hazard designated area.
- Lead material waste will be properly contained, neatly stacked and covered.
- Lead material waste area to be separate from regular non lead material waste or trash.
- Lead material waste and non lead material waste to be removed from site weekly.

9. SURFACE PREPARATION

- All work to be done in accordance with HUD lead-safe work practices.
- Cover ground/floors with plastic to capture any falling lead-based paint dust/chips.
- Stabilize paint by wet scraping. Remove all dirt, grease, chalking paint, mildew and other surface contaminants, remnants of cleaning solutions and loose paint.
- Work clean at all times. Continuously clean as required.
- De-gloss as needed.
- HEPA vacuum.
- Tac rag with organic solvent.

10. PAINT

- All work to be in accordance with HUD lead-safe work practices.

Paint Selection:

- All paints used for stabilization of lead hazards must be purchased from the top quarter of a manufacturer's residential line. Primers and top-coats must be from the same manufacturer.

- Determine paint compatibility:
 - Use Rubbing Alcohol to determine the type of existing paint. Latex will dissolve onto a rag or cotton ball. Oil based paint is not affected by rubbing alcohol.
- Use an exterior paint product specifically designed for the component and existing paint coating it will be applied on.
- Use an interior product specifically designed for the component and existing paint coating it will be applied on.
- Primer – to be a premium grade specifically designed for the component it will be applied on.
- Latex paints to be premium 100% acrylic latex – exterior and interior.
- Alkyd-oil based paint to be premium grade – exterior and interior.
- Wood Flooring – Use a deck enamel product specifically designed for the component and existing paint coating it will be applied on.
- Metal Surfaces – Prime existing and prime new metal with primer specifically designed for the metal it will be applied on.
- Masonry Surfaces – Prime masonry with primer specifically designed for the masonry type it will be applied on.
- Concrete Surfaces – Use concrete stain or paint product specifically designed for the component it will be applied on.

Application:

- Apply paint to surfaces only after proper surface preparation (see general requirement #9).
- Apply paint only to dry surfaces.
- Apply paint only on components and surfaces specified, avoiding any overlap of paint to adjoining components or surfaces. Any corrective action necessary due to overspray/overlap of paint will be incurred solely by the contractor.
- All specified existing wood surfaces to be primed.
- All new wood to be primed and back primed.
- Follow manufacturer's recommended application procedures.

11. PAINTING INSPECTION REQUIREMENTS

- A painting inspection can occur at any time, during any phase of work.
- Submittal of product information during the Pre-Work Inspection.
- Follow General Requirements: #9 and #10.

- Pre-top coat exterior painting inspection.
 - LSL wants to see the level of preparation and prime coat application before top-coat is applied.
 - Call for inspection.
- Adhesion test can include the following test methods:
 - X cut method as described in the HUD Guidelines-chapter 13-page17, to include small pieces - ¼ inch.
 - Patch edge method as described in HUD Guidelines-chapter 13-page17, to include small pieces - ¼ inch.
 - ASTM D 3359 - tape test using pressure-sensitive tape.
 - Finger nail and push method:
 - Any painted area or edge that can be lifted off or pops off using only a fingernail or finger push is not to LSL specification.
 - Any painted area that shows wrinkling, blistering, cracking, bubbling, raised edge, curl, lift, looseness or any other signs of weak adhesion is subject to inspection.
- Priming of existing wood and back priming of new wood will be enforced.

12. WINDOWS

A. Existing Wood Window - Fixed top sash, make lower sash operable

- Remove Air Conditioners - do work - replace Air Conditioners as required.
- Storm windows to remain in place.
- Cover floor with plastic under each window being worked on.
- Work WET.
- Jambs include sides and top, parting beads, inside and outside stop.
- Painting requirements:
 - **Owner must select color according to general requirement #20.**

Interior:

1. Painting requirements (All components except sill):

- Stabilize painted surfaces according to general requirement #9 and prime all wood according to general requirement #10.
- Select paint according to general requirement #10 and follow inspection schedule in general requirement #11.
- Apply two topcoats of finished color selected by owner.

2. Painting requirements (Sill):

- Select paint according to general requirement #10 and follow inspection schedule in general requirement #11.
- Apply two coats of a product specially designed for coating lead-based paint.
The product must offer a 20-year limited warranty and contain an anti-ingestant that discourages children chewing on mouthable surfaces that have been coated.
- Apply two topcoats of finished color.
- Clean for clearance according to general requirements #18 and #19.

Exterior:

1. Painting requirements: (All exterior components unless covered with metal/vinyl)
 - Stabilize painted surfaces according to general requirement #9 and prime all wood according to general requirement #10.
 - Select paint according to general requirement #10 and follow inspection schedule in general requirement #11.
 - Apply two topcoats of finished color.

Well:

1. Install white coil stock between interior sill and storm window. If no storm window is in place, install metal in window well and cover entire exterior windowsill or paint (owner decide).
 2. Produce no sharp edges.
 3. Caulk all edges.
 4. Do not seal weep holes on storm windows.
- Clean for clearance according to general requirements #18 and #19.
 - Repairs by owner:
 - Broken glass and glazing.
 - Replace lower sash ropes.

B. Existing Wood Window - Friction Free – Fixed top sash, make lower sash operable

- Remove Air Conditioners – do work – replace Air Conditioners as required.
- Storm windows to remain in place.
- Cover floor with plastic under each window being worked on.
- Work WET.
- Jambs include sides and top, parting beads, inside and outside stop.
- Remove inside stop. Remove rope from sash. Remove lower sash. Wet scrape or power plane (with HEPA vacuum attached) inside and outside sash face edges (sash edge area that fits in the jamb between inside stop and middle parting bead). Reinstall existing rope, sash and inside stop.

- Painting requirements:
 - Owner must select color according to general requirement #20.

Interior:

1. Painting requirements (All components except sill):
 - Stabilize painted surfaces according to general requirement #9 and prime all wood according to general requirement #10.
 - Select paint according to general requirement #10 and follow inspection schedule in general requirement #11.
 - Prepare and prime all surfaces.
 - Apply two topcoats of finished color selected by owner.
2. Painting requirements (Sill):
 - Select paint according to general requirement #10 and follow inspection schedule in general requirement #11.
 - Apply two coats of a product specially designed for coating lead-based paint. The product must offer a 20-year limited warranty and contain an anti-ingestant that discourages children chewing on mouthable surfaces that have been coated.
 - Apply two topcoats of finished color.
 - Clean for clearance according to general requirements #18 and #19.

Exterior:

1. Painting requirements: (All exterior components unless covered with metal/vinyl)
 - Stabilize painted surfaces according to general requirement #9 and prime all wood according to general requirement #10.
 - Select paint according to general requirement #10 and follow inspection schedule in general requirement #11.
 - Prepare and prime all surfaces.
 - Apply two topcoats

Well:

1. Install white coil stock between interior sill and storm window. If no storm window is in place, install metal in window well and cover entire exterior windowsill or paint (owner decide).
 2. Produce no sharp edges.
 3. Caulk all edges.
 4. Do not seal weep holes on storm windows.
- Clean for clearance according to general requirements #18 and #19.
 - Repairs by owner:
 - Broken glass and glazing.
 - Replace lower sash ropes.

C. New Vinyl Window Replacement:

- Cover floor and exterior with plastic below each window being worked on.

- Existing Windows that require removal are to be properly contained, stored and disposed.
- Replacement Requirements:
 1. Double hung vinyl replacement windows with a minimum of 3/4" double-glazed Low E insulated glass with screen.
 2. Quality brand name (Simonton, CertainTeed, Ellison or equal).
 3. Provide manufacturers warranty and specifications.
 4. Lights/grills should match originals.
 5. Large low windows replaced in bath rooms to be tempered glass.
 6. Storm windows: Remain or removal decided by owner.
 - If storm windows remains in place:
 - Install new windows from inside of house.
 - Cover with aluminum any exposed window wood between new window and inside of storm window.
 - Produce no sharp edges.
 - Caulk all edges.
 - If storm windows are removed or not in place:
 - Cover with aluminum any exposed exterior window wood or paint (owner decide).
 - Produce no sharp edges.
 - Caulk all edges.
- Remove all labels – Glass cleaning not required.
- Clean new vinyl frame and sash, interior and exterior trims of all smudges, marks, dirt, etc.
- Clean for clearance according to general requirements #14 and #15.
- Weight pocket must be insulated. Drill jambs and fill with low expanding foam or remove casing and add dense pack fiberglass insulation. Replace casing.
- Install to manufacturer specifications including air sealing and caulking for air infiltration.
- Include all appropriate trims and molding.
- Painting requirements:
 - Owner must select color according to general requirement #20.

Interior:

1. Painting requirements (All components except sill):
 - Stabilize painted surfaces according to general requirement #9 and prime all wood according to general requirement #10.
 - Select paint according to general requirement #10 and follow inspection schedule in general requirement #11.
 - Prepare and prime all surfaces.
 - Apply two topcoats of finished color selected by owner.

2. Painting requirements (Sill):

- Select paint according to general requirement #10 and follow inspection schedule in general requirement #11.
- Apply two coats of a product specially designed for coating lead-based paint. The product must offer a 20-year limited warranty and contain an anti-ingestant that discourages children chewing on mouthable surfaces that have been coated.
- Apply two topcoats of finished color.

Exterior:

1. Painting requirements: (All exterior components unless covered with metal)

- Stabilize painted surfaces according to general requirement #9 and prime all wood according to general requirement #10.
- Select paint according to general requirement #10 and follow inspection schedule in general requirement #11.
- Prepare and prime all surfaces.
- Apply two topcoats
- Clean for clearance according to general requirements #18 and #19.

13. DOORS

A. Interior

- Plane edges of door and repair hinges as necessary to allow door to open and shut in a friction free manner.
- Install padded impact bumpers to door stop.
- Door includes both sides unless otherwise stated.
- Painting requirements:
 - Owner must select color according to general requirement #20.
 - Stabilize painted surfaces according to general requirement #9 and prime all wood according to general requirement #10.
 - Select paint according to general requirement #10 and follow inspection schedule in general requirement #11.
 - Prepare and prime all surfaces.
 - Apply two topcoats
- Clean for clearance according to general requirements #18 and #19.

B. Exterior

- Plane edges of door and repair hinges as necessary to allow door to open and shut in a friction free manner.
- Weather - strip by owner.
- Door includes both sides unless otherwise stated.
- Painting requirements:
 - Owner must select color according to general requirement #20.
 - Stabilize painted surfaces according to general requirement #9 and prime all wood according to general requirement #10.
 - Select paint according to general requirement #10 and follow inspection

- schedule in general requirement #11.
 - Prepare and prime all surfaces.
 - Apply two topcoats
- Clean for clearance according to general requirements #18 and #19.

14. PORCHES

- Painting requirements, excluding floor:
 - Owner must select color according to general requirement #20.
 - 1. Fill any existing gaps or cracks with filler suitable for exterior use.
 - 2. Stabilize painted surfaces according to general requirement #9.
 - 3. Painting requirements:
 - Select paint according to general requirement #10 and follow inspection schedule in general requirement #11.
 - Apply two coats of a product specially designed for coating lead-based paint. The product must offer a 20-year limited warranty and contain an anti-ingestant that discourages children chewing on mouthable surfaces that have been coated.
 - Apply two topcoats of finished color.
- Painting requirements, floor only:
 - Owner must select color according to general requirement #20.
 - 1. Fill any existing gaps or cracks with filler suitable for exterior use.
 - 2. Stabilize painted surfaces according to general requirement #9.
 - 3. Painting requirements:
 - Select paint according to general requirement #10 and follow inspection schedule in general requirement #11.
 - Prepare and prime all surfaces.
 - Apply two topcoats of finished color.
- Clean floor for clearance according to general requirement #18 and #19.

15. WOOD SIDING AND CORNICE

- Painting requirements:
 - Owner must select color according to general requirement #20.
 - Stabilize painted surfaces according to general requirement #9 and prime all wood according to general requirement #10.
 - Select paint according to general requirement #10 and follow inspection schedule in general requirement #11.
 - Prepare and prime all surfaces.
 - Apply two topcoats of finished color selected by owner.
- Clean for clearance according to general requirements #18 and #19.

16. VINYL SIDING AND COVERED CORNICE

- Work over plastic, avoid trip hazards.

- Apply aluminum angle to cover bottom of existing siding around home where foundation stops. This is to stop any peeling and exposure of lead paint.
- Apply starter strip over aluminum angle.
- Apply ¼" fan fold insulation on exterior walls. Tight and complete coverage.
- Apply vinyl siding – Minimum .040" thickness. Provide all necessary corners, channels and trims to give complete installed job.
- Cover all components of the cornice with vinyl and aluminum. Vent soffit as required.
- Cover all windows and door facings in aluminum.
- Cover all porch support beam(s) with vinyl and aluminum.
- Follow manufactures recommended application procedures.
- Protect shrubs, bushes and flowers during work process.
- Follow site appearance requirement #8.
- Clean for clearance according to general requirements #18 and #19
- Color and design to be selected by owner.

17. VINYL PORCH CEILING

- Label ceiling 'LEAD' before covering.
- Cover specified porch ceiling(s) with solid vinyl soffit/ ceiling system.
- Provide vented panels as required.
- V-groove design.
- Matte Finish.
- White color.
- Provide all necessary channels and trims to give complete installed job.
- Follow manufactures recommended application procedures.
- Protect shrubs, bushes and flowers during work process.
- Follow site appearance requirement #8.
- Clean for clearance according to general requirements #18 and #19

18. VISUAL CLEARANCE INSPECTION REQUIREMENTS

Visual Exam for completion of work to include:

- A 24 hour notice is required for visual and dust clearance.
- Call for inspection.
- Scope of work items are complete.
- Work area is clear of all work tools, equipment and personal items.
- All plastic is removed.
- HEPA VAC / TSP or equal cleaning has occurred.
- No visible settled dust, paint chips or debris in any area of any work area.
- Visible means by eyesight or shows on a bare finger wipe.

- Clean to the touch – bare finger method will be used.
- All surfaces in any work area are subject to inspection - to include but not limited to:
 - Tops of window and door jambs
 - Duct registers, boots and grates
 - Window sill
 - Window well
 - Floor/steps
 - Carpets, rugs or mats
 - Cracks and crevices
 - Radiators
 - Heating, ventilation, air conditioning filters
 - Soil, sidewalks and concrete pads
- Failure to pass the visual clearance examination means failure to comply with clearance standards.

19. CLEANING

- Wipe down all surfaces to remove deteriorated existing paint. Scraping is not required:
 - All components of all surfaces.
- HEPA - WASH - HEPA non-porous surfaces:
 - Window sills
 - Window wells
 - Floor/steps
 - Carpets, rugs or mats
 - Cracks and crevices
 - Radiators
 - Heating, ventilation, air conditioning filters
 - Horizontal surfaces
- Double HEPA VAC porous surfaces:
 - Rugs
 - Carpets

20. PAINT COLOR

- To be selected by the owner from historical paint color lines unless otherwise approved.

LEAD-SAFE LYNCHBURG

MANDATORY REQUIREMENTS AND INSPECTIONS

INDEX

- Quick Check
- Inspection Process
- Pre Work Inspection Checklist
- During Work Inspection
- Site Appearance Requirements
- Painting Inspection Requirements
- Visual Clearance Inspection Requirements
- Visual Clearance Inspection Checklist Form

Quick Check of Requirements and Inspections
Items Are Part Of The Contract And Will Be Enforced

- Indicates a mandatory phone call is required for inspection

Inspection Process:

- Describes required inspections
- See enclosed Mandatory Requirements And Inspections

Pre Work Inspection:

- This checks required preparation of job before work starts
- Complete Pre Work Inspection Checklist Form – all items complete, inspected by LSL and signed by Job Lead Supervisor and LSL.
- See Enclosed Mandatory Requirements And Inspections
- Call for inspection

During Work Inspection:

- Complete During Work Inspection Checklist Form – all items complete, inspected by LSL
- See Enclosed Mandatory Requirements And Inspections and General Requirements

Pre Top Coat Painting Inspection:

- LSL wants to see preparation and prime before top coat
- Complete Painting Inspection Requirements – all items complete, inspected by LSL
- See Enclosed Mandatory Requirements And Inspections
- Call for inspection

Final Visual Clearance Inspection:

- Visual Clearance Inspection Checklist Form – all items complete, inspected by LSL
- Clearance Inspection Requirements
- See Enclosed Mandatory Requirements And Inspections and General Requirements
- Call for inspection

Inspection Process:

- These are the mandatory inspections for all projects, unless stated otherwise.
- Each inspection is mandatory and will be enforced.
- Each inspection must be completed and signed off by LSL before the next phase of work can start.
- It is the contractor's responsibility to contact the LSL Field Supervisor - Al Maddox - 610-2616 for mandatory inspections.
- Call only when ready - 1 hour notice required.

The flow of inspections will be as follows:

Pre-Work Inspection:

- Pre-Work Inspection Checklist Form - see attached form
- Call for inspection

During Work Inspections:

- During Work Inspection Checklist Form - see attached form
- Site Appearance Requirements - see attached form

Pre Top Coat Exterior Painting Inspection:

- Painting Inspection Requirements - see attached form
- Call for inspection

Final Visual Clearance:

- Visual Clearance Checklist Form - see attached form
- Visual Clearance Inspection Requirements - see attached form
- Call for inspection

Pre-Work Inspection Checklist Form

Inspection of required preparation before actual work begins

✓ = yes ✗ = no

- ☐ Hasp locks installed and key or combination given to LSL.
- ☐ *Hazard warning tape* up and maintained at all times.
- ☐ HEPA VAC on site
- ☐ Provide filter documentation or verification - HEPA (.3 microns)
- ☐ Submit paint and/or encapsulant product information:
 - ☐ Of the encapsulant to be used
 - ☐ Of the 100% acrylic latex that will be used
 - ☐ To include primer and topcoat
- ☐ Submit occupant protection, site safety and health plan.
- ☐ Submit new window warranty as required
- ☐ Job site supervisor has read, understands and agrees to comply to the following:
 - ☐ Requirements and Inspections
 - ☐ Will call between each coat of paint
 - ☐ Will wrap and tape all removed components
 - ☐ Will work Clean & Wet
 - ☐ General conditions
 - ☐ Scope of work
 - ☐ These documents will remain on the job site for the duration of the job
- ☐ Start Date: _____
- ☐ Projected Completion Date: _____

Lead Supervisor License:

Number: _____

Expires: _____

Signed: _____

Date: _____

and/or

Lead-Safe Work Practices Trained Workers:

_____	_____
_____	_____
_____	_____
_____	_____

Job Supervisor:

Sign: _____

Date: _____

LSL Inspector:

Sign: _____

Date: _____

During Work Inspection Checklist Form

Items are subject to but not limited to the following:

✓ = yes × = no

- ☐ Hazard warning tape up and maintained
- ☐ Worker Safety/occupant safety
- ☐ Scope of work on site
- ☐ Daily Cleaning
- ☐ Maintain one clean entry to house at all times
- ☐ Wet or dry scraping
- ☐ Air samples
- ☐ Site Appearance – See Mandatory Requirements (p. 6) and General Requirements
- ☐ Painting Inspection – See Painting Inspection Requirement Form
- ☐ Calling between coats of paint

☐ Miscellaneous:

Painting Inspection Requirements:

- A painting inspection can occur at any time, during any phase of work.
- Pre-topcoat painting inspection:
 - LSL wants to see the level of preparation and prime coat application before topcoat is applied.
 - Call for inspection.
- Paint Adhesion Test can include the following test methods:
 - X cut method as described in the HUD Guidelines-chapter 13-page17, to include small pieces - ¼ inch
 - Patch edge method as described in HUD Guidelines-chapter 13-page17, to include small pieces - ¼ inch
 - ASTM D 3359 - tape test using pressure-sensitive tape
 - Finger nail and push method:
Any painted area or edge that can be lifted off or pops off using only a fingernail or finger push is not to LSL specification.
- Any painted area that shows wrinkling, blistering, cracking, bubbling, raised edge, curl, lift, looseness or any other signs of weak adhesion is subject to inspection.
- Priming of existing bare wood and priming of new wood will be enforced.

Site Appearance Requirements:

- Waste material properly contained, neatly stacked and covered.
- Remove waste from site weekly.
- Clean premises daily.
- Keep site in an orderly condition at all times.
- Maintain one (1) clean entry into house at all times.

Visual Clearance Inspection Checklist Form

Items are subject to, but not limited to, the following:

√ = yes × = no

- Scope of work items complete.
- All items out of work area.
- Any plastic removed.
- TSP cleaning - HEPA vacuum.
- No visible paint chips.
- No visible dust or cobwebs anywhere in working area of house - see visual clearance inspection requirements and general requirement #14.

Visual Clearance Inspection Requirements:

Job to be ready for visual clearance according to general requirement #14.

- Visual Exam for completion of work to include:
 - A 24 hour notice is required for visual and dust clearance.
 - Call for inspection.
- Scope of work items are complete.
- Work area is clear of all work tools, equipment and personal items.
- All plastic is removed.
- TSP or equal cleaning has occurred on:
 - Window wells
 - Window sills
 - Floors
- No visible settled dust, paint chips or debris in any area of any work area:
 - Visible means by eyesight or shows on a bare finger wipe.
 - Clean to the touch - bare finger method will be used.
- All surfaces are subject to inspection - to include but not limited to - tops of window and doorjambs, shelves. See general requirement #14
- Failure to pass the clearance visual examination means failure to comply with clearance standards.

GENERAL CONDITIONS:

SCOPE OF WORK:

- It is not intended that the Scope of Work show every detail of work, but the Contractor shall be required to furnish within the contract sum all material and labor necessary for the completion of this Scope of Work in accordance with the intent of specifications. All items not mentioned in the Scope of Work but implied by trade practices to form part of the complete installation shall be included.
- It is the intent of this Scope of Work to address lead hazards through "Interim Controls." "Interim Controls" are defined in the State of Virginia's Administrative Code as "a set of measures designed to reduce temporarily human exposure or likely exposure to lead-based paint hazards, including specialized cleaning, repairs, maintenance, painting, temporary containment, ongoing monitoring of lead-based paint hazards or potential hazards, and the establishment and operation of management and resident education programs." (18VAC15-30-20) It is not the intent of this Scope of Work to address lead-based paint hazards through abatement. Replacement of leaded components will be at the discretion of the owner, where the owner has chosen to pay the difference between the cost of performing interim controls and replacement.

BID AWARDS:

- Award of Contract will be made on the base bid. The City of Lynchburg reserves the right to negotiate the price, terms and conditions regarding the alternates.

COMPLETION DATE:

- Work needs to be completed by March 31, 2004. Any unforeseen circumstances shall be communicated to the City of Lynchburg immediately.

STANDARD CONDITIONS:

- All services provided shall be in compliance with the Virginia Uniform Statewide Building Code, applicable U.S. Department of Housing and Urban Development (HUD) Guidelines for Remodelers and Renovators, applicable portions of the Occupational Safety and Health Administration's 29 CFR 1910, 29 CFR 1926 and provisions of 30 CFR Part 11 covering approved NIOSH and MSHA respirators. Other regulations may apply that are not listed, but shall be complied with by the contractor.
- At no time shall the Contractor cause or allow to be caused conditions which may cause risk or hazard to the general public.

- The Contractor shall allow the work of this contract to be inspected as required by local, state, federal and any other authorities having jurisdiction over such work.
- The Contractor shall incur the cost of all fines and work resulting from regulatory non-compliance or negligence.
- The Contractor shall respond to written or oral inquiries from Lead-Safe Lynchburg (LSL) and its representatives.
- LSL will be responsible for on-site contract administration, coordinating schedules and providing available support documentation and information to the Contractor.
- Material Safety Data Sheets (MSDS) shall be on-site and be in accordance with OSHA Hazard Communication Standards (29 CFR 1910.1200) for each chemical product used on the job site.
- Others are required to seal and make airtight all occupant furnishings and belongings with a minimum of two layers of poly-sheeting that equals 6 mils in thickness. The contractor shall inspect this sheeting and lay plastic to cover the remainder of the floors.
- Contractors shall maintain all necessary certifications and insurance during the course of the job. The City of Lynchburg and shall be named on the certificate of insurance.

OCCUPANT PROTECTION PLAN:

- A written occupant protection plan shall be developed for each project. This plan shall be developed prior to the on-site work and describe the measures and management procedures that will be taken to protect the building occupants and the general public from exposure to any lead-based paint hazards. If building is vacant, the plan shall state such, but still specify general public safety measures as necessary.

PROJECT REPORT:

- A project report shall be developed for each project and shall include at least the following information:
 1. The contractor's instituted health and safety program.
 2. Name and address of each firm working on the project.
 3. The occupant protection plan.
 4. A detailed written description of the work. This includes a description of all isolation activities, preparation work and a suggested monitoring schedule.
 5. Material Safety Data Sheets (MSDS).

PERFORMANCE OF WORK:

- The contractor shall employ a competent supervisor and crew who shall be responsible for all work involving the disturbance of lead-based paint as described in the specifications and defined in applicable regulations, and have full-time daily supervision of the same.
- All work shall conform to the standards set by applicable federal, state and local laws, regulations, ordinances and guidelines. All lead-based paint disturbing activities shall be conducted in a professional workman-like manner.
- All work performed by the Contractor shall be accomplished by personnel who have, at a minimum, received the HUD Remodelers and Renovators Lead-Safe Work Practices Training Program.
- Contractor shall handle and store materials carefully in accordance with manufacturer's recommendations and protect them from moisture and extremes of heat and cold.
- All rubbish and waste material from the work shall be neatly stacked or kept in suitable containers and removed regularly from the premises. The premises shall be kept clean and in an orderly condition at all times.
- At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.

LIQUIDATED DAMAGES:

- The City and Contractor recognize that time is of the essence when projects are awarded subsequent to this solicitation, and that the City will suffer financial loss if the work is not completed within the time specified in the bid document, plus any extensions, thereof allowed in writing issued by the City's representative. They also recognize the delays, expense and difficulties involved in providing in a legal proceeding the actual loss suffered by the City, if the work is not completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) the City will deduct from the total sum of the contract \$100 for each day that expires after the time specified in the bid document for project completion. Project completion means all work complete and ready for payment.

CLEARANCE:

- Contractor shall notify LSL 48 hours in advance for visual clearance. The Contractor shall not be responsible for achieving clearance level test results. The Contractor shall be responsible for working lead-safe and for a thorough clean-up.

TERMS OF PAYMENT:

- Invoices shall be submitted to the City of Lynchburg, Lead Safe Lynchburg Program, 900 Church Street, Lynchburg, VA 24504.
- Invoices shall show the project address, contract number (UID), date of service performed and description of service performed.
- All contractors must have a completed substitute W-9 form on file with the City of Lynchburg Finance Department.
- Under no conditions will final payment be made before owner satisfaction form is signed and on record, release of liens is signed and on record, and the final report is complete and on record.
- Payment terms shall be 30 days after delivery of the above listed items and the original invoice.
- Invoice processing is to be in strict accordance with the rules and regulations set forth by the City's Financial Services Division, and The Code of Virginia Section 2.2-4352, requiring payment of invoices within 30 days of receipt of a proper invoice. Payment will not be made until proper invoice is received from the Contractor. No promise or commitments on the part of any employee of the City shall bind the City to any other terms and conditions other than those set forth in procedures issued by the Financial Services Division.

HOLD HARMLESS:

- The Contractor shall indemnify and hold harmless and assume the defense of the City, its employees, agents and officials from and against any and all claims, liabilities, judgments, costs, causes of action, damages and expenses arising from work performed by the contractor or their employees, and shall pay all attorney's fees, Court costs and other costs incurred in defending such claims which may accrue against, be charged to, be recovered from or sought to be recovered from the City, its employees, agents and officials as a results of the offeror's contract with the City of Lynchburg.

INSURANCE:

- In order to accomplish the indemnity requirements, the successful Contractor shall be required to furnish a Certificate of Insurance as per the attached Insurance Requirements Form. Such insurance policy shall name the City, its

employees, officials and agents as insured parties and shall contain provisions that the City shall be given thirty (30) days written notice prior to any cancellation or reduction in the required coverage. The insurance required hereunder shall be primary, and any insurance of self-insurance maintained by the City will be in excess of and shall not contribute with the insurance required of the successful Contractor.

STATE CORPORATION COMMISSION (SCC) REGISTRATION:

- If listed as a Corporation, Contractor must submit documentation; copy attached, that they are currently registered with the Virginia State Corporation Commission.

LICENSES:

- Contractor shall secure and maintain all licenses and permits, and pay any and all fees required in order to perform this Contract.

TAXES:

- The Contractor shall pay and stay current on all applicable taxes including, but not limited to, real estate, business license and taxes, throughout the duration of this Contract.

NON-PERFORMANCE:

- Non-performance within time specified in RFP may result in order cancellation and charge backs to the successful Contractor for cost differences incurred by the City of Lynchburg.

INDEPENDENT CONTRACTOR:

- No relationship of employer and employee is created by this or any other subsequent contract. In the performance of its work and duties, contract is at all times acting and performing as an independent contractor in the practice of its profession. The City shall neither have nor exercise control or direction over the methods by which contractor performs services pursuant to a contract. Contractor (including without limitation, it's officers, shareholders, subcontractors, and employees) has no claim under any resultant contract or otherwise against the city for social security benefits, workers compensation benefits, unemployment benefits, vacation pay, sick leave, or any other benefit of any kind.

PUBLICITY:

- Contractor agrees to submit to the City all advertising, sales, promotion, and other public matter relating to any service furnished by Contractor wherein the

City's name therewith may be inferred or implied. Contractor further agrees not to publish or use any such advertising, sales promotion, or publicity matter without prior written consent of the City.

USE OF PERMISES:

- The successful Contractor shall assume all responsibility for the protection and safekeeping of their equipment store on the site.
- The successful Contractor shall be responsible for temporary protective measures associated with the service.

APPEALS PROCEDURE:

- In accordance with Sec 18-159 of the Lynchburg Code, any bidder, offeror or contractor may protest a decision to award or an award, appeal a decision to refuse to allow withdrawal of bids, appeal a decision of disqualification, debarment or a determination of non-responsibility, or appeal a decision on disputes arising during the performance of a contract.

Any protest or appeal pursuant to this section shall be in accordance with such administrative procedures as the City Manager may prescribe.

Any bidder, offeror or contractor shall submit a written protest or letter of appeal to the City Manager with a copy to the director of public works, in the case of construction contracts, and the procurement administrator, in all of her matters, within the time constraints as set forth in the act. The written protest or appeal shall include the basis for the protest or appeal and the relief sought, and whether the bidder, offeror or contractor wishes to have a hearing with respect to the protest or appeal.

If no hearing is requested, the City Manager or his designee shall render a written decision to the bidder, offeror or contractor within ten (10) days of receipt of the written protest or letter of appeal.

If a hearing is requested, it shall be held within (10) days of receipt of the written protest or letter of appeal, and a final decision shall be rendered within ten (10) days of the hearing. During the hearing, the protesting party shall have the opportunity to present pertinent information and to cross-examine adverse witnesses. The hearing shall be an informal administrative proceeding rather than a judicial-type trial, and a disinterested person, who may be a city employee, appointed by the City Manager, will conduct it.

The findings of fact shall be final and conclusive and shall not be set aside unless the same are fraudulent or arbitrary or capricious, or so grossly erroneous as to

imply bad faith. No determination on an issue of law shall be final if appropriate legal action is instituted in a timely matter.

Any party to the administrative procedure shall be entitled to institute judicial review if such action is brought within thirty (30) days of receipt of person, who may be a city employee, appointed by the City Manager, will conduct it.

The findings of fact shall be final and conclusive and shall not be set aside unless the same are fraudulent or arbitrary or capricious, or so grossly erroneous as to imply bad faith. No determination on an issue of law shall be final if appropriate legal action is instituted in a timely matter.

Any party to the administrative procedure shall be entitled to institute judicial review if such action is brought within thirty (30) days of receipt of the written decision.

TERMINATION FOR DEFAULT:

- The Contractor's failure to perform in accordance with the terms of the contract will be subject to termination of the Contractor by the City. Contractor shall be provided with a written notice of the City's intent to declare Contractor in default, stating the reason for such determination. If a satisfactory resolution has not been reached within thirty (30) days after the Notice of Default is sent to the Contractor, the City may terminate the Contract by notifying the Contractor in writing of its decision to terminate the Contract. If the City takes repurchase action, the Contractor shall be held responsible for any difference in cost. The City shall utilize competitive practices as is practicable under the circumstances in its repurchase actions.

TERMINATION FOR FAILURE TO MAINTAIN INSURANCE:

- The City may terminate the contract immediately, without prior notice to the Contractor, if the Contractor fails to maintain the insurance required herein.

FORCE MAJEURE:

- Neither party shall be deemed to be in default of any provision of contract, or failure in performance, resulting from acts or events beyond the reasonable control of such party. The Contractor shall notify the City in writing as soon as Contractor knows, or should reasonably know, that a force majeure event has occurred that will delay completion of the scope of work. Said notification shall include reasonable proof required by the City to evaluate any Contractor request for relief. The City's decision regarding whether or not the Contractor is entitled to force majeure relief shall be final and binding on both parties. The Contractor is not entitled to damages, compensation, or reimbursement from losses incurred from any force majeure event.

NON-DISCRIMINATION:

- By submitting their bid/proposal, all bidders and offerors certify to the City of Lynchburg, Virginia that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, The Americans with Disabilities Act, Section 2.2-4311 of the Virginia Public Procurement Act, and the Lynchburg Procurement Ordinance.

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with Federal Law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

CONFILICT OF INTEREST:

- The Contractor represents that it currently has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of services required under a City Contract.

CONFIDENTIALITY OF CONTRACTOR:

- All information obtained by the Contractor (Company) from the City as a result of this contract including employee names shall be confidential; and shall not be

used for any purposes other than that specifically authorized, without the prior written permission of the City.

CONTRACT ASSIGNMENT

- The successful Contractor can not assign the contract or any portion of the contract. The bidder can not subcontract the furnishing of the goods and/or services without the prior approval of the City.

DRUG FREE WORKPLACE:

- In accordance with Sec 2.2-4312 of the Virginia Code, during the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Successful contractor shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the contract or while on City premises or distribute same to City employees.

Successful contractor understands that a violation of these prohibitions constitutes a breach of the contract and that the City has the right cancel the contract.

For the purpose of this section, "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

GOVERNING LAW AND POLICY:

- This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and the Lynchburg Public Procurement Ordinance. The successful Contractor submits itself to the jurisdiction of a Court of competent jurisdiction in the City of Lynchburg. Courts shall be the appropriate forum.

PERFORMANCE BOND:

- Contractor must obtain and submit, prior to commencement of work and until Final Acceptance, a 100% Performance Bond.

VERBAL ALTERATIONS:

- No verbal alterations of solicitations permitted. Submit questions regarding this request in writing or by facsimile (434-845-0711) to the Procurement Division or by e-mail Eloise.bowling@lynchburgva.gov, not less than 7 days prior to the closing date. Any necessary replies will be issued in the form of an addendum to all prospective offerors of record. Deadlines will be modified accordingly if necessary.

CITY OF LYNCHBURG, VIRGINIA TERMS & CONDITIONS

NOTE: BIDS NOT IN COMPLIANCE WITH THESE CONDITIONS AND INSTRUCTIONS ARE SUBJECT TO REJECTION.

1. All bids must be submitted on and in accordance with this form.
2. Bids and amendments thereto, if received by the City after the date and time specified for bid opening, are NOT considered. It is the responsibility of the Bidder to see that bids are in this office by the specified time and date. There will be no exceptions. Date of postmark is NOT considered. Phone and Fax bids are not accepted for sealed Bids.
3. Prices must be stated in units of quantity as specified on the bid forms that shall include freight and handling to the destination, less Federal, State, and Local taxes. Inside delivery where specified. In case of error in the extension of prices, the unit price shall govern.
4. The quoted delivery must be stated in definite terms. If delivery for different commodities vary, the Bidder shall so state.
5. Samples, when requested, must be furnished free of expense, and if not destroyed will, upon request, be returned at the Bidder's risk and expense.
6. Unless qualified by the provisions **NO SUBSTITUTE**, the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict Bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality, and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting bids on a commodity other than that specified, Bidder must furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve the best interest of the City. If the Bidder does not indicate that the commodity quoted is other than specified, it will be construed to mean that the Bidder proposes to furnish the exact commodity specified.
7. Award will be made to the lowest responsible and responsive qualified bidder. The quality of the goods and services to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and the delivery terms will be taken into consideration in making the award.

8. Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bid. Where any part or nominal appurtenances of equipment are not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
9. In the event of default by the Contractor, the City reserves the right to procure the commodities and/or services from other sources, and hold the Contractor liable for any excess cost occasioned hereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment herefor shall be made at a proper reduction in price.
10. The Contractor guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the contractor is not the patentee, assignee or licensee.
11. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections typed adjacent; they must be initialed and dated in ink by person signing quotation.
12. All quotations must be signed indicating the firm name, by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. **UNSIGNED BIDS ARE SUBJECT TO REJECTION.**
13. A bid may be withdrawn **ONLY** if the Bidder notifies the Office in writing of his intent to withdraw within two business days after the public bid opening. Such withdrawal shall be permitted only due to a clerical mistake, unintentional arithmetic error, or unintentional omission which caused his bid to read substantially lower than all others received. Requests to withdraw a bid must be confirmed in writing, stating the reason, and will become part of the bid file. Withdrawal of bids does **NOT** confer the right to correct or change a bid.
14. Bidder declares that this bid is not the result of or affected by any act of collusion with another person engaged in the same line of business, or any act of fraud punishable under the Virginia Commonwealth Frauds Act.
15. The City reserves the right to award by item, groups of items or total bid, to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgement, the best interest of the City will be served.

CITY OF LYNCHBURG, VIRGINIA
OFFICE OF RISK MANAGEMENT

INSURANCE REQUIREMENTS

The contractor/vendor shall procure, maintain, and provide proof of insurance coverage for injuries to persons or damages to property which may arise from or in connection with the work performed on behalf of the City by the contractor, his agents, representative, employees, or subcontractor. Such coverage shall be maintained by the contractor/vendor for the duration of the contract period.

Broad Form Commercial General Liability:

(Occurrence Form CG0001, Ed. 11/88): \$1,000,000 CSL, BI & PD

Automobile Liability:

Code 1 "ANY AUTO" (Form CA0001 Ed. 6/92): \$1,000,000 CSL, BI & PD

Workers' Compensation: Statutory Amount

Please state your ability to comply with these requirements

YES

NO

The insurance policies shall include or be endorsed to include the following provisions.

1. The city of Lynchburg, Virginia its officers/officials, employees, agents, and volunteers (the City) shall be added as "Insureds" under the terms and conditions of the policies for liabilities which may arise out of the contractor/vendor's operations or activities in these projects.
 2. Any deductibles or self-insured retentions applicable to required coverages shall be paid by the contractor/vendor, and the City shall not be required to participate therewith.
 3. The contractor/vendor shall agree to provide the City with 30 days written notice of any cancellation of or reduction in the required coverages.
 4. The insurance required hereunder shall be primary and any insurance or self-insurance maintained by the City shall be excess of the contractors/vendor's insurance and shall not contribute therewith.
 5. Failure of the contractor/vendor to comply with any reporting provisions of the insurance policies required hereunder shall not affect coverage provided to the City.
 6. All rights of subrogation against the City shall be waived.
 7. The contractor/vendor shall provide the City with certificate of insurance with applicable endorsements effecting coverages, signed by a person authorized by the insurance company to bind coverage on its behalf. Certificates of insurance shall be received by the City within 5 days of notice of intent to award. Please state ability to comply _____
 8. All coverages for subcontractors of the contractor/vendors, if any, shall be subject to all of the requirements stated herein.
-

CERTIFICATION OF NONDISCRIMINATION AND ANTI-COLLUSION

By submitting their bids, all bidders certify to the City of Lynchburg, VA that they will conform to the provisions of the Federal civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginian's With Disabilities Act, the Americans With Disabilities Act, Section 2.2-4311 of the Virginia Public Procurement Act, and the Lynchburg Procurement Ordinance:

In every contract over \$10,000, the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs A, B and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Certified by: _____ (corporate seal)

Date: _____

Note: I hereby certify that this bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business, or any act of fraud punishable under the Virginia Commonwealth Frauds Act.

_____ (seal)

Acknowledged before me this _____ day of _____,

Notary Public

My commission expires: _____

ALL PROSPECTIVE FIRMS MUST RESPOND TO THE FOLLOWING

If a limited liability company, limited liability partnership or a limited partnership indicate below:

- Check one: ☐ Limited liability company
☐ Limited liability partnership
☐ Limited partnership

Have you registered with the State Corporation Commission, to conduct business in Virginia?

☐ Yes ☐ No

Name and address of organizer: _____

List who is authorized to execute contracts: _____

If conducting business under an assumed business name, fill out the following information:

Name of assumed business: _____

Owner's name and address: _____

Registration date: _____ Expires: _____

If conducting business as a sole proprietorship, fill out the following information:

Individual's name liable for all obligations of business:

If you are a sole proprietor using an assumed name, please list below:

Registration date: _____ Expires: _____

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
	City, state, and ZIP code	
List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign
Here

Signature of
U.S. person

Date

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.